

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

In re:

JESSICA DELGADO,

Debtor(s).

Chapter 7

Case No. 19-50124

AMENDED - Correct "take notice date s/b September 2, 2021 instead of September 3, 2021".

NOTICE OF THIRD HOME LOAN PAYMENT POSTPONEMENT

Please take notice that on September 2, 2021, upon request of the Debtor(s), or if applicable Co-Debtor(s), Bank of America, N. A. agreed to postpone the monthly payment amount for the home loan ending in 9962 secured by property at 215 DESERT CHIEF DRIVE, LAREDO, TX 78045-4187 (the "Home Loan") for an additional three (3) months (the "Third Postponement Period"). The Third Postponement Period starts with October 1, 2021 and will continue until December 31, 2021. The postponed payment amounts may be added to the end of the term of the Home Loan and are not being waived or forgiven. Additionally, interest will, to the extent permitted by law (including any confirmed bankruptcy plan), continue to accrue during this time period. At the end of the Third Postponement Period, the regular payment schedule provided for under the Home Loan (or if applicable the Debtor(s) confirmed bankruptcy plan) will resume without further notice, and the Third Postponement Period will terminate. Should the Debtor(s), or if applicable Co-Debtor(s), wish to do so, Debtor(s), or if applicable Co-Debtor(s), may, prior to expiration of the Third Postponement Period, request to be evaluated for available options, including long-term assistance options, by contacting Bank of America, N.A. at: 1-800-669-6650. Further, Bank of America, N. A. may contact Debtor(s), or if applicable Co-Debtor(s), after expiration of the Third Postponement Period to ensure that any

potential request to be evaluated for available options, including long-term assistance options, is considered.

To the extent a payment is made on the Home Loan during the Third Postponement Period, the funds will be applied to the Home Loan according to the terms of the Home Loan contract, but will not extend the Third Postponement Period, and the acceptance of such funds by Bank of America, N. A. should not be construed as a waiver of Bank of America, N. A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law. Bank of America, N. A. expects that, to the extent necessary, the Debtor(s) will also promptly take any required actions with the Court to effectuate the terms of the payment postponement described in this Notice.

Please take further notice that if the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance on their own under the terms of the Home Loan, the Debtor(s), or if applicable Co-Debtor(s), should continue to pay those obligations when they come due or as otherwise required by any applicable bankruptcy plan. If the amounts are not paid, Bank of America, N. A. may, in order to insure that its collateral is adequately protected, and subject to any applicable bankruptcy plan, pay those obligations on the Debtor(s)', or if applicable Co-Debtor(s)', behalf and establish an escrow account for payments going forward. If this occurs, Bank of America, N. A. will notify the Debtor(s), or if applicable Co-Debtor(s), of the change and file a payment change notice with this Court as required.

If the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance obligations through an escrow account established under the terms of the Home Loan, Bank of America, N. A. will continue to pay those obligations when they come due during the Third Postponement Period. Any shortage that may occur as a result of the payment postponement will

be captured in the next annual analysis. Debtor(s), or if applicable Co-Debtor(s), may continue to make deposits to the escrow account during the Third Postponement Period to prevent a subsequent escrow shortage, but the Debtor(s), or if applicable Co-Debtor(s), is not obligated to do so.

Finally, please note that during the Third Postponement Period the Debtor(s), or if applicable Co-Debtor(s), monthly Home Loan statements may reflect the payment amounts postponed as past due balances. To the extent that occurs, the Debtor(s), or if applicable Co-Debtor(s), should disregard that portion of the Home Loan statement.

Nothing under this Notice should be construed as a waiver of Bank of America, N. A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law.

/s/Katie I. Wolff Date: September 8, 2021
Katie I. Wolff
Assistant Vice President
Bank of America, N.A.

Exhibit 1

**IN THE UNITED BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
Laredo Division**

IN RE:**CASE NO: 19-50124****Jessica Delgado****Debtor(s)****CHAPTER 7**

**HOME MORTGAGE LOAN COVER SHEET TO
NOTICE OF CARES ACT FORBEARANCE AGREEMENT**

1.	Case Number	19-50124
2.	Debtor Name	Jessica Delgado
3.	Joint Debtor Name	N/A
4.	Name of Lender	BANK OF AMERICA, N.A.
5.	Property Address	215 Desert Chief Drive, Laredo, TX 78045-4187
6.	Date of Deed of Trust or Mortgage	10/25/2010
7.	Effective Month(s) of Forbearance	10/01/2021 - 12/31/2021
8.	Current Monthly Principal and Interest Payment	\$439.98
9.	Current Monthly Escrow Payment	\$466.66
10.	Amount of Monthly Forbearance (may not exceed the current monthly principal and interest payment)	\$439.98
11.	Payment during Forbearance Period	\$466.66

Additional documents should be attached to this Cover Sheet that evidence the forbearance agreement between the parties.